

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
REGARDING DUAL ENROLLMENT
BETWEEN THE KERN COMMUNITY COLLEGE DISTRICT
AND**

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Kern Community College District and its respective colleges (“KCCD”), and _____ (“DISTRICT”). KCCD and DISTRICT will collectively be referred to as “PARTIES,” or individually as “PARTY.”

RECITALS

WHEREAS, KCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT;

WHEREAS, DISTRICT is a _____ district located within the regional service area of KCCD unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e);

WHEREAS, a high school “includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates” as stated in Education Code section 76004, subdivision (a);

WHEREAS, the PARTIES desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of the Education Code, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness.” (Ed. Code, § 76004, subdivision (a)); and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and KCCD;

WHEREAS, the PARTIES desire to enter into this CCAP, which sets forth their mutual rights and responsibilities and governs their relationship;

WHEREAS, this CCAP Agreement contemplates that the PARTIES will enter into a related Course Agreement (“CA”) for the individual courses offered under this CCAP Agreement (“Courses”), that each CA will fully incorporate the terms of this CCAP Agreement, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the PARTIES intend for KCCD to report full-time equivalent students (“FTES”) and obtain state apportionment for the subject Courses given through this CCAP in accordance with California Education Code, section 76004 and the appropriate portions of Title 5 of the California Code of Regulations;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of California Community Colleges pursuant to Education Code section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college (Ed. Code, § 76004, subdivision (k)(2));

WHEREAS, all Courses will be held within KCCD's District boundaries;

NOW, THEREFORE, PARTIES mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this CCAP Agreement.
2. **Effective Date and Duration.** This CCAP Agreement shall be effective on _____, 20__ and continue in effect until June 30, 20__, or until duly modified or terminated by the PARTIES in accordance with this CCAP Agreement.
3. **Early Termination.** This CCAP Agreement may be terminated by either PARTY with cause if another PARTY fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the PARTY fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This CCAP Agreement may be terminated without cause and for any reason by any PARTY. The PARTY desiring early termination without cause must provide written notice to the other PARTIES. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. Any students currently enrolled in KCCD Courses under this CCAP Agreement shall be allowed to complete those Courses prior to the termination of this CCAP Agreement.

The indemnification provisions contained in this CCAP Agreement shall survive termination.

4. **Course Agreements ("CA").** The terms of this CCAP Agreement are deemed to be part of and fully incorporated into any and all presently existing or future CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, KCCD credits offered, number of students, and other specifics related to each Course. The terms of this CCAP Agreement may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular Course or Courses.

This CCAP Agreement will prevail if there is any inconsistency between the CCAP Agreement and an express provision of a CA.

5. **Required Information.**

- A. The total number of high school students to be served by this CCAP Agreement is estimated at _____.
- B. The total number of full-time equivalent students projected to be claimed by KCCD for apportionment under this CCAP Agreement is estimated at _____.
- C. The criteria to assess the ability of pupils to benefit from those Courses is as follows:

D. Points of contact and Educational Administrators are as follows:

KCCD: _____

COLLEGE(s): _____

DISTRICT: _____

(Ed. Code, § 76004, subdivision (c)(2))

- i. Among other things, the KCCD Educational Administrator and the DISTRICT Educational Administrator shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCAP program consistent with the Dispute Resolution in section 14 of this agreement.

E. All sharing of information between KCCD and the District shall be in compliance with Federal Educational Rights and Privacy Act and State law. Where exceptions to those laws allow KCCD and the District to share information without the consent of the students, KCCD and the District will follow the requirements of FERPA and State law. No data shall be shared by either PARTY until the other PARTY is satisfied, in its sole discretion, as to the safety and security of that data in the other PARTY's control. Where there is no exception, sharing information will require a signed, dated release from the student explicitly authorizing the sharing of personally identifiable information about the student. KCCD and the DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)

- i. By signature of its authorized representative or agent on this CCAP Agreement, the KCCD and the DISTRICT hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.
 - ii. Data sharing requirements and responsibilities of each PARTY are to be detailed in ATTACHMENT A to this CCAP Agreement.
- F. KCCD and DISTRICT shall not utilize Joint Use Facilities. Instruction shall occur on the DISTRICT campuses or KCCD campuses.
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college Courses offered by KCCD. The consent form shall be submitted to and be maintained by KCCD.
 - i. Students participating in Courses pursuant to this CCAP Agreement shall be required to submit only one parental consent form and principal recommendation for the duration of the student's participation. (Ed. Code, § 76004, subdivision (c)(1).)
 - ii. Pursuant to KCCD Policy and Regulation, KCCD data concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

6. Required Certifications.

- A. The Board of Trustees of KCCD and DISTRICT will pass a resolution approving this CCAP Agreement as required under Education Code section 76004. KCCD and the DISTRICT shall present, take comments from the public on, and approve or disapprove the dual enrollment partnership agreement at an open public meeting of the governing board of the partner. (Ed. Code, § 76004, subdivision (b)(2).)
 - i. For career technical education pathways to be provided under the CCAP Agreement, KCCD and the DISTRICT shall consult and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decision-making authority regarding the career technical education pathways to be provided under the partnership. (Ed. Code, § 76004, subdivision (b)(1).)
- B. All KCCD faculty teaching a Course on a DISTRICT campus will not have been convicted of sex offenses or controlled substance offenses. (Ed. Code, §§ 87010, 80711, 76004, subdivision (h).) Prior to, and as a condition to commencement of KCCD's performance under this CCAP Agreement, KCCD shall certify that all KCCD employees, contractors, and volunteers entering a DISTRICT campus are

in compliance with California fingerprint and criminal background clearance and TB risk assessment and clearance, per Ed. Code §§ 45125.1 et seq. and 49406.

- i. Additional requirements of KCCD faculty teaching a Course on a DISTRICT campus must be outlined and agreed to on ATTACHMENT B to this CCAP Agreement.
- C. KCCD faculty teaching a Course at a DISTRICT campus will not displace or cause the termination of an existing DISTRICT teacher teaching the same course on the DISTRICT campus. (Ed. Code, § 76004, subdivision (i).)
- D. DISTRICT teachers teaching a Course offered for college credit at a DISTRICT school will not displace or cause the termination of an existing KCCD faculty teaching the same Course at KCCD. (Ed. Code, § 76004, subdivision (j).)
- E. Community college Courses offered for college credit at the DISTRICT campus will not reduce access to the same Courses offered at KCCD colleges. (Ed. Code, § 76004, subdivision (k)(1).)
- F. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4. (Ed. Code, § 76004, subdivision (k)(2).)
- G. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at KCCD colleges. (Ed. Code, § 76004, subdivision (k)(2).)
- H. Both KCCD and DISTRICT will comply with local bargaining requirements and all state and federal reporting requirements. (Ed. Code, § 76004, subdivision (l).)
- I. The DISTRICT certifies that it shall teach DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.
- J. A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subdivision (c)(3).)
- K. This CCAP Agreement certifies that any pretransfer-level course taught by KCCD faculty at a DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and shall involve collaborative effort between the DISTRICT and the KCCD faculty to deliver an innovative pretransfer course as an intervention in the student's junior or senior year to ensure the student is prepared for college level work upon graduation. (Ed. Code, § 76004, subdivision (n).)

- L. When an instructor is teaching a CCAP Agreement course(s) as an employee of KCCD, KCCD will be the employer of record for that instructor. (Ed. Code, § 76004, subdivision (m)(1).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the DISTRICT, the DISTRICT will be the employer of record for that instructor. (Ed. Code, § 76004, subdivision (m)(1).)
- M. When an instructor is teaching a CCAP Agreement course(s) as an employee of KCCD, KCCD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subdivision (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the DISTRICT, the DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subdivision (m)(2).)

7. **Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This CCAP Agreement.**

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Limiting Enrollment to High School Students. KCCD may limit enrollment in a community college course solely to eligible pupils of the DISTRICT if the course is offered at a DISTRICT campus, either in person or using an online platform, during the regular school day and the college Course is offered pursuant to a CCAP partnership agreement. (Ed. Code, § 76004, subdivision (o)(1).)
- B. FTES. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subdivision (o)(2).)
- C. Responsibilities of Each PARTY. KCCD Board Policies, Administrative Regulations, and procedures apply to the Course and to the students enrolled in those Courses and KCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to KCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.
 - i. This CCAP Agreement is subject to DISTRICT Board Policy and Administrative Regulation 2218 Dual Enrollment.
- D. Enrollment Period. The enrollment period shall be determined by KCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- E. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. KCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The

performance objectives and corresponding course hours shall be specified in the related CA.

- F. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with KCCD and DISTRICT guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations.
- i. All students will be under the immediate supervision of an employee of the DISTRICT or KCCD, as designated by the DISTRICT and KCCD.
 - ii. Where a health or safety emergency arises at a class at a DISTRICT location, the DISTRICT will be responsible for taking the lead to deal with the health and safety issue and ensure the safety of the school, its staff, and students.
 - iii. Discipline for actions taken during College Courses will be pursuant to both the DISTRICT and KCCD board policies and administrative regulations.
 - iv. The DISTRICT shall be responsible for all ADA and Individual Education Plan issues for its students; KCCD shall be responsible for any academic accommodations deemed necessary through the KCCD DSPS program.
- G. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with KCCD guidelines, policies, pertinent statutes, and regulations. Transcripts will be annotated according to KCCD policy.
- H. Right to Control and Direct Instructional Activities. KCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also DISTRICT personnel. This does not limit the right of the DISTRICT to select its employees, including its right to hire, terminate, transfer, and promote its employees.
- I. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses offered as part of this CCAP Agreement shall meet the minimum qualifications to provide instruction in the discipline of the Course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the KCCD.
- J. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to KCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- K. Review of KCCD Courses on DISTRICT Campuses. The DISTRICT and KCCD agree to using the methods marked below for ensuring that courses offered as

part of this CCAP Agreement in the DISTRICT are the same as the courses offered on KCCD campus and comply with KCCD academic standards.

Mark all that are agreed to by the PARTIES and attach any forms to be used to this CCAP Agreement.

Site visit and classroom observation, no more than once per term unless agreed upon by both PARTIES.

Course Review, no more than once per course every three years unless agreed upon by both PARTIES.

Adjunct Instructor Evaluation, no more than once every three years unless agreed upon by both parties.

Other:

- L. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The PARTIES understand that such equipment and materials are DISTRICT's sole property. KCCD shall approve the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students.
- M. Enrollment. Enrollment shall be open to any DISTRICT pupil who has been admitted to KCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by KCCD. Applicants must meet the standards and prerequisites of the KCCD.
- i. College Admissions. Procedures for students participating in this CCAP Agreement shall be governed by KCCD and shall comply with the admissions and registration guidelines set forth in applicable law and KCCD policy. KCCD will be responsible for processing student applications. KCCD will provide the necessary admission procedures and both KCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
 - ii. Registration. KCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist KCCD as necessary. A successful enrollment requires that each student has completed the full enrollment

process provided by KCCD, has parental permission, the application and parental permission has been delivered to and accepted by KCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard KCCD student liability and medical care coverage, if applicable.

- iii. Priority Registration. KCCD may assign priority course registration to a pupil seeking to enroll in a KCCD Course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subdivision (g)(1).)
- iv. Units. Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004, subdivision (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004, subdivision (p)(1-3).)

N. Enrollment Fees. Pursuant to KCCD Board Policy, Education Code sections 76300 subdivision (f), and 76004, students enrolled in Courses under this CCAP Agreement shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121 (child development center fees). Students enrolled in these Courses will pay all other applicable fees (i.e Universal Transit Fee, or other fees etc.).

O. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to KCCD periodically, or upon demand, and shall be maintained by KCCD.

P. Ancillary Support Services for Students. Both KCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance. Student individualized education plans (IEPs) are not in effect while students are receiving instruction from KCCD, but KCCD students with disabilities are eligible to receive services from the Disabled Services Programs and Services (DSPS) at the COLLEGE.

8. Liaison/Mentor. At no cost to the DISTRICT, KCCD will provide the services of faculty members who will facilitate coordination and cooperation between KCCD and DISTRICT. KCCD will provide DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement, including, but limited to, syllabus preparation, planning lessons and assignments, and conducting appropriate student assessments.

9. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. **DISTRICT to Provide Support Services.** Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
 - B. **DISTRICT is Responsible for its Own Personnel.** DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to KCCD policies and procedures.
10. **Instructors.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. **KCCD to Select Instructors.** KCCD may select instructors from DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties on duty time. DISTRICT personnel selected to be instructors remain employees solely of the DISTRICT, subject to the authority of the DISTRICT, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with DISTRICT.
 - B. **District May Nominate Instructors.** DISTRICT shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor nominees possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
 - C. **Instructors Requirements.** Based on requests for College Courses from the DISTRICT, KCCD and the DISTRICT shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction necessary to offer the pathways agreed to in this CCAP Agreement.
 - D. **Orientation Meeting.** Instructors shall attend an orientation meeting if scheduled and KCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
 - E. **Instructor Agreement with KCCD.** All DISTRICT teachers providing instruction under this CCAP Agreement shall enter into a Course Instructor Agreement ("CIA") with KCCD as provided in Title 5 CCR section 58058(b). The DISTRICT retains the right to ensure that the instructor complies with DISTRICT policies and expectations when teaching a College Course under the terms of the CCAP Agreement.

- F. No Other Assigned Duties. Instructors teaching courses under this MOU shall not have any other assigned duty while Course instruction is taking place.
- G. Reimbursement. If the course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the course is in session. For example, if the instructor's normal load is five class periods plus a prep period, then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the College Course is taught. The amount to be paid by KCCD to the DISTRICT for each section that is active through the end of the term shall be specified in the Course Agreement ("CA").

11. Instruction and Assessment of Learning and Conduct.

- A. Instruction. All lectures will conform to KCCD approved curriculum and course outlines and recommendations of experienced KCCD faculty. All Courses must follow KCCD's required hours of instruction and meet KCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.
- B. Assessment. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be held to the same standards of achievement as students in courses taught on any KCCD campus. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the KCCD campus. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the KCCD campus.
- C. Conduct. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the KCCD campus.

- 12. Facilities.** The PARTIES contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this CCAP Agreement and any related CA, although from time to time KCCD facilities may be utilized subject to mutual written agreement by the PARTIES as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify KCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third PARTY be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this CCAP Agreement and is in addition to any other rights or remedies KCCD may have under law or otherwise.

- 13. Dispute Resolution.** KCCD and DISTRICT recognize that, from time to time, disputes may arise between KCCD employees or students and DISTRICT employees or students. When such disputes arise, KCCD and DISTRICT shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal interagency complaint, the following process will be utilized to resolve the matter.
- A. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
 - B. KCCD and DISTRICT will review the complaint to determine, based on the nature of the complaint, whether any state or federal statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
 - i. Whether KCCD is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - ii. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - iii. If either KCCD or DISTRICT finds such rights to exist, they shall notify the other, and KCCD and DISTRICT shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
 - C. Within three (3) business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of KCCD or DISTRICT. If the PARTIES agree to have the matter investigated internally by either a KCCD or DISTRICT employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
 - D. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
 - E. KCCD and DISTRICT will cooperate in any investigation initiated and make its employees available to the investigator.
 - F. Interviews of KCCD and DISTRICT employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement

or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.

- G. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings. The PARTIES will maintain confidentiality of all documents related to an investigation to the greatest extent possible. This CCAP Agreement does not limit the right of either PARTY or its counsel to utilize an investigatory report in defense of any future claims.
- H. KCCD and DISTRICT shall share any and all materials from the investigation as permitted by law.
- I. KCCD and DISTRICT have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- J. Regardless of any disciplinary measures taken by KCCD or DISTRICT against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

14. Workers' Compensation. DISTRICT shall be the “primary employer” for all its personnel who perform services as support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend KCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this CCAP Agreement or any related CA. DISTRICT is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

15. Reporting Requirements. Annually, KCCD and DISTRICT shall report all of the following information to the office of the Chancellor of the California Community Colleges: (Ed. Code, § 76004, subdivision (t)(1)(A-E).)

- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
- C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

- E. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants.

16. Indemnification.

- A. DISTRICT shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. KCCD shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. Notwithstanding the above, KCCD's total liability under this section shall not exceed \$2,000,000.00.
- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and KCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this CCAP Agreement or any related CA, and is in addition to any other rights or remedies that DISTRICT or KCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

17. Insurance Requirements.

- A. During the entire term of this Agreement, each PARTY shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth

below and shall provide the additional insured endorsements that name the other PARTY as an additional insured on each PARTY's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:

- i. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iii. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other PARTY. Each PARTY's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other PARTY. Each PARTY shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each PARTY shall furnish copies of any and/or all of the required insurance policies.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a PARTY's liability or obligations under the indemnification provisions of this CCAP Agreement.
- D. The PARTIES acknowledge that both PARTIES are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.

18. **Discrimination and Harassment.** Each PARTY agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.
19. **Entire Agreement.** This CCAP Agreement and any related CAs constitute the entire agreement between the PARTIES with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No PARTY has been induced to enter into this CCAP Agreement by, nor is any PARTY relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related CA.
20. **Amendment.** The provisions of this CCAP Agreement may be modified only by mutual written agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
21. **Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the PARTY entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving PARTY to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
22. **Assignment.** Neither PARTY may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other PARTY. Any purported assignment without written consent shall be void.
23. **PARTIES in Interest.** Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this CCAP Agreement on any person other than the PARTIES to it and their respective successors and assigns, nor is anything in this CCAP Agreement intended to relieve or discharge the obligation or liability of any third person to any PARTY to this CCAP Agreement.
24. **Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the CCAP Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
25. **Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the PARTIES or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the PARTIES at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that

mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

Addresses for Notices to KCCD and DISTRICT:

Kern Community College District
Attn: General Counsel
2100 Chester Avenue
Bakersfield, CA 93301

NAME AND ADDRESS OF SCHOOL DISTRICT
Attn: _____

26. Authority to Enter Into CCAP Agreement. Each PARTY to this CCAP Agreement represents and warrants that it has the full power and authority to enter into this CCAP Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this CCAP Agreement.

27. Status of the PARTIES. Neither PARTY is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other PARTY. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this CCAP Agreement and any related CA. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this CCAP Agreement and any related CA.

28. Retention and Audit of Records. Each PARTY shall maintain records pertaining to this CCAP Agreement and related CAs as may be required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY's pertinent records subject to federal and state privacy statutes.

29. Governing Law and Venues. This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this CCAP Agreement shall be Kern County, California.

IN WHITNESS WHEREOF the PARTIES hereto have caused this CCAP Agreement to be executed on the date signed below.

AGREED AND ACCEPTED by DISTRICT:

Name: _____

Title: _____

District: _____

Signature: _____

Date: _____

AGREED AND ACCEPTED by KCCD:

Name: _____

Title: _____

KERN COMMUNITY COLLEGE DISTRICT

Signature: _____

Date: _____